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1625 N. French Drive, Hobbs, NM 88240 District II					Form C-107-1
	Energy, Minerals and	d Natural Resources De	epartment	Revised	August 1, 201
811 S. First St., Artesia, NM 88210 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 <u>District IV</u>	1220 S	RVATION DIVIS . St Francis Drive	ION	Submit application to t office with one	
1220 S. St Francis Dr, Santa Fe, NM 87505	Santa Fe,	New Mexico 87505		appropriate Dis	
A DDI ICATION	FOR SURFACE		(DIVEDSE		
OPERATOR NAME: OXY US		COMMININGLING		Ownershin)	
OPERATOR ADDRESS: PO BOX	K 4294, HOUSTON, TX	K, 77210			
APPLICATION TYPE:					
Pool Commingling Lease Commingli			Storage and Measur	ement (Only if not Surfac	e Commingled)
LEASE TYPE: Fee I Is this an Amendment to existing Orde	State State Fede		he appropriate C	rder No. PLC 878	
Have the Bureau of Land Management					ingling
⊠Yes □No	(A) POO	DL COMMINGLIN	G		
		s with the following in			
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
SEE ATTACHED					
		-			
		-			
(5) Will commingling decrease the value					
(5) Will commingling decrease the value				5	
(5) Will commingling decrease the value	(B) LEAS	SE COMMINGLIN	G		
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E-MAIL ADDRESS: ____SANDRA_MUSALLAM@OXY.COM___

RECEIVED:	REVIEWER:	TYPE:	APP NO:
		ABOVE THIS TABLE FOR OCD DIV	VISION USE ONLY
	- Geologi	CO OIL CONSERVA ical & Engineering rancis Drive, Santa	Bureau –
		RATIVE APPLICATIO	
THIS		ALL ADMINISTRATIVE APPLICAT EQUIRE PROCESSING AT THE E	TIONS FOR EXCEPTIONS TO DIVISION RULES AND DIVISION LEVEL IN SANTA FE
Applicant: <u>OXY US</u>			OGRID Number: 16696
	SPOT 12_13 FEDERAL COM 1H		API: <u>30-015-48594 & OTHERS</u>
'OOI: BILBREY BASI	N;BONE SPRING & WC 22S31E	13;WOLFCAMP	Pool Code: <u>5695 & 98351</u>
B. Check of	n – Spacing Unit – Simu NSL INSP ₍ one only for [1] or [11] nmingling – Storage – A DHC CTB I F	NSF Aeasurement	
	ction – Disposal – Press WFX PMX S	ure Increase – Enhai SWD IPI EC	Inced Oil Recovery OR PPR
A. Offse B. Roya C. Appl D. Notifi E. Notifi F. Surfa G. For a	N REQUIRED TO: Check t operators or lease ho lty, overriding royalty o ication requires publish cation and/or concurr cation and/or concurr ce owner Il of the above, proof o otice required	olders owners, revenue owr ned notice rent approval by SLC rent approval by BLN	ners Application Content
3) CERTIFICATIO	N: I hereby certify that	the information sub	omitted with this application for

administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

SANDRA MUSALLAM

Print or Type Name

Signature

05/13/2024 Date

(713) 366-5106

Phone Number

SANDRA_MUSALLAM@OXY.COM e-mail Address

Released to Imaging: 8/9/2024 11:07:51 AM

APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE STORAGE, MEASUREMENT AND SALES COMMINGLING PROPOSAL FOR OIL PRODUCTION AT THE LOST TANK 18 FACILITY TRAIN #2

OXY USA INC requests to amend PLC 878 for oil production at the Lost Tank 18 CPF Train #2 (M-18-22S-32E). The wells listed below are included in PLC 878, but spacing units have been updated. *This commingle request also includes future wells within the same pools and leases/CAs of wells listed below.*

Wells to be amended:

Same lease and pool from original commingle permit but spacing unit has been updated (C-102s attached) LEASE: NMNM029233 (12.5% BLM ROYALTY RATE) POOL: BILBREY BASIN; BONE SPRING (5695)

WELL NAME	ΑΡΙ	SURFACE LOCATION	EST. DATE ONLINE	EST. OIL (BOPD)	GRAVITY	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
TOP SPOT 12_13 FEDERAL 22H	30-015-47889	N-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
TOP SPOT 12_13 FEDERAL 23H	30-015-47885	N-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600

Spacing unit and CA have been updated from original commingle permit (C-102s attached and CA shown on map) Pool is updated for Top Spot 12_13 Fed Com 33H; other wells have same pool as original commingle permit CAs PENDING APPROVAL: 75% NMNM029233 (BLM 12.5% ROYALTY RATE) & 25% NMNM012845 (BLM 12.5% ROYALTY RATE) POOL: BILBREY BASIN; BONE SPRING (5695)

WELLNAME	ΑΡΙ	SURFACE LOCATION	EST. DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
W/2 E/2 SECTIONS 12 & 13								
TOP SPOT 12_13 FED COM 24H	30-015-47954	P-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
TOP SPOT 12_13 FED COM 25H	30-015-47639	0-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
E/2 E/2 SECTIONS 12 & 13								
TOP SPOT 12_13 FED COM 26H	30-015-47888	0-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
TOP SPOT 12_13 FED COM 33H	30-015-47953	P-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600

Existing Wells: no updates

CA PENDING APPROVAL: 75% NMNM029233 (BLM 12.5% ROYALTY RATE) & 25% NMNM012845 (BLM 12.5% ROYALTY RATE) E/2 SECTION 12 & 13

POOL: WC 22S31E13; WOLFCAMP (98351)

WELL NAME	ΑΡΙ	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
TOP SPOT 12_13 FED COM 34H	30-015-47949	O-13-22S-31E	May-2023	595	44.7	1079	1297	741
TOP SPOT 12_13 FED COM 35H	30-015-47887	P-13-22S-31E	May-2023	359	44.7	531	1297	571
TOP SPOT 12_13 FED COM 313H	30-015-47625	P-13-22S-31E	May-2023	564	44.7	986	1297	383

LEASE NMNM029233 (12.5% BLM ROYALTY RATE) POOL: BILBREY BASIN; BONE SPRING (5695)

WELL NAME	ΑΡΙ	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
TOP SPOT 12_13 FEDERAL 1H	30-015-48594	N-13-22S-31E	May-2023	595	44.7	1101	1297	377
TOP SPOT 12_13 FEDERAL 11H	30-015-48595	N-13-22S-31E	May-2023	308	44.7	3479	1297	109
TOP SPOT 12_13 FEDERAL 21H	30-015-47771	N-13-22S-31E	May-2023	631	44.7	617	1297	616

WC 22S31E13; WOLFCAMP (98351)

WELL NAME	ΑΡΙ	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
TOP SPOT 12_13 FEDERAL 31H	30-015-48597	N-13-22S-31E	May-2023	1489	44.7	3351	1297	880
TOP SPOT 12_13 FEDERAL 32H	30-015-48596	N-13-22S-31E	May-2023	673	44.7	811	1297	717
TOP SPOT 12_13 FEDERAL 311H	30-015-47627	N-13-22S-31E	May-2023	740	44.7	1512	1297	644
TOP SPOT 12_13 FEDERAL 312H	30-015-47626	0-13-22S-31E	May-2023	684	44.7	1140	1297	675

Process Description:

Production is sent through a 10' X 40' three-phase production separator. Oil production flows through an economizer then to a heat exchanger before being sent to a stabilizer. Oil is then pumped through two LACT meters, which serve as the FMPs for BLM royalty payments and OXY's sales point.

Oil and gas production is allocated back to each well based on well test. For testing purposes, the Facility is equipped with three permanent 6' x 20' three-phase test separators. Each test vessel is equipped with oil turbine meters, gas orifice meters and water turbine meters.

All wells are tested daily prior to Range 1 of decline and are tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells are tested at least twice per month. Wells are tested at least once per month when Range 3 of decline is started. All currently producing Top Spot wells have been online for 12 months and are in Range 3 of decline. They will be tested at least once per month. The new Top Spot wells will be tested according to the aforementioned testing frequency.

Gas production is measured at the orifice meters off the production and test separators and is allocated back to the wells using the aforementioned well testing guidelines. These meters serve as the BLM gas FMPs for the purpose of BLM royalty payment. Gas is then sent to sales. Gas production commingling will be covered through PLC 844A/B.

All water from the Lost Tank 18 CPF Train #2 is sent to the Lost Tank Water Disposal System.

Additional Application Components:

The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations

Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves. The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

OXY USA INC understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.









State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT



<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 Form C-102 State of New Mexico Revised August 1, 2011 Energy, Minerals & Natural Resources Department Submit one copy to appropriate District II 811 S. First St., Artesia, NM 88210 OIL CONSERVATION DIVISION District Office Phone: (575) 748-1283 Fax: (575) 748-9720 Phote: (5/5) 746-1285 Fax: (5/5) 746-9/20 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 1220 South St. Francis Dr. AMENDED REPORT Santa Fe, NM 87505 District IV 1220 S. St. Francis Dr., Santa Fc, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 WELL LOCATION AND ACREAGE DEDICATION PLAT API Number 2 Pool Code 30-015-47885 5695 BILBREY BASIN; BONE SPRING Property Code Well Number Property Name TOP SPOT 12 13 FED 23H OGRID No ⁸ Operator Name OXY USA INC Elevatio 16696 3567.9 Surface Location East/West line UL or lot no. Section ownship Range Lot Idn Feet from the North/South lin Feet from the County 228 31Ē 425 SOUTH 2317 EDDY Ν 13 WEST ¹¹ Bottom Hole Location If Different From Surface Lot Idn East/West line Feet from the UL or lot no. Section Township Range orth/South liv Feet from the County EDDY 12 22S 31Ĕ 20 NORTH 2150 WEST C 12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No. 320 No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division. E 1/4 Cor. Sec. 2 "OPERATOR R R LINE TABLE CERTIFICATION Re-Established by Double Proportion Method 31 32 I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including E DIRECTION LENGTH E LINE L1 S89*48'38"W 5283.00' $I \mathbf{R}$ 492 County SW Cor. Sec. 2 <u>See Detail</u> "B"| County L2 N00'05'15"W 2642.31' the proposed bottom hole location or has a right to drill this well at this location pursuan L3 N89*53'45"W 5284.97' right fourth mission and mission pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. NMNN Detail "A" N00'02'49"W L4 2638.99' Eddy 012845 No Scale L5 N00°04'00"W 2641.40' FTP 100' FSL 2150' FWL Section Melíssa Guídry 03/28/24 L6 N89*55'57"W 2642.34' Signature Date L7 N89*57'03"W 2643.31 12 Melissa Guidry L8 N00°02'58"W 5284.61 Line Printed Name L9 NMNM 029233 NOTE: N00°03'46"W 2640.91 Distances referenced on plat to section lines are perpendicular. Basis of Bearings is a 0' FNL 2150' FWL 425' S.O.W. 167' W.O.W. melissa_guidry@oxy.com L10 N00°04'43"W 2638.22 E-mail Address L11 S89*59'17"W 2641.57' Transverse Mercator 18 SURVEYOR L12 S89*52'27"W 2645.53' Projection with a Central Meridian of W103°53'00" (NAD 83) KOP CERTIFICATION N00°00'53"W L13 2649.62 I hereby certify that the well location show on this plat was plotted from field notes of actual surveys made by me or under my 300' FNL 2150' FWL L14 N00°05'42"W 2641.26' supervision, and that the same is true and L15 N00'04'12"W 2642.25' 5 correct to the best of my belief. Section Lin L16 N00°06'22"W 5275.77 February 27, 2024 O BHL L17 N00°03'45"W 2637.88 Date of Survey Signature and Seal of Professional Surveyor 20' FNL 2150' FWL 53 118 S89*54'46"W 5277.18' BUCHA L19 S12*56'34"W 744.34' NMNM 029233 ΦLTP 1 L20 N00°04'58"W 300.00' 2150' FWL 100' FNI MEX L21 N00°04'58"W 100.00' 13 Detail "B" N00°03'09"W L22 10366.85 No Scale L23 N00°02'58"W 80.00' 2000 000 2000' 5 ONAL SHI 425' FSL 2317' FWL SCALE Certificate Number DRAWN BY: Z.L. 02-27-24 REV: 1 N.R. 03-05-24 N.M. STATE NAD 83 N.M. STATE PLANE, EAST ZONE NMNM 025876 (WELL NAME CHANGE) PLANE, EAST ZONE See Detail "A ORTHIN EASTING ORTHING EASTING Α 514543.93' 684556.74' 514604.62' 725738.78' В 514547.09 685877.72 514607.78' 727059.77 509266.21 685905.18 509326.77 727087.38 D 503984 61' 685934 52' 504045.03' 727116.88 Е 503976.14' 684612.04' 504036,56' 725794,39' F 506621.00' 684598.83' 506681.49' 725781.10' SW Cor. Sec. 24 Re-Established by Double Proportion Method SW Cor. Sec. 23: 24 G 509261.78' 684583.78' 509322.34' 725765.98' Н 511903.05' 684570.26' 511963.67' 725752.38' NAD 83 (SURFACE HOLE LOCATION AD 83 (KICK OFF POIN AD 83 (LEASE CROSSING) ATITUDE = 32°23'03.30" (32.38-LATITUDE = $32^{\circ}23'07.51"$ (32.385420°) LONGITUDE = $-103^{\circ}43'57.23"$ (-103.732564= 32°23'00.34" (32.3834) ATITUDE ATITUDE LONGITUDE = -103°43'59.19" (-103.733108 ONGITUDE = -103°43'59.19" (-103.73310 NAD 27 (KICK OFF POINT) LATITUDE = 32°22'59.89" (32.383304°) NAD 27 (LEASE CROSSING) LATITUDE = 32°23'02.86" (32.384128°) NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°23'07.07" (32.385297°) LONGITUDE = -103°43'55.47" (-103.732 LONGITUDE = -103°43'57.43" (-103.732619 STATE PLANE NAD 83 (N.M. EAST) LONGITUDE = -103°43'57.43" (-103.732619 STATE PLANE NAD 83 (N.M. EAST) W 1/4 Co Sec. 25 .732076 STATE PLANE NAD 83 (N.M. EAST) : 504467.90' E: 726786.90 503741.92' E: 726623.2 504041.86' E: 726621.5 NOT THE DE LEVEL AND 27 (N.M. EAST) N: 503981.44' E: 685439.22' NAD 83 (BOTTOM HOLE LOCATION) STATE PLANE NAD 27 (N.M. EAST) N: 504407 48' E: 685604 55' TATE PLANE NAD 27 (N.M. EAST) I: 503681 51' E: 685440 90' NAD 83 (FIRST TAKE POINT) LATITUDE = 32°23'04.29" (32.384526°) LONGITUDE = -103°43'59.19" (-103.733108° NAD 83 (LAST TAKE POINT ATITUDE = $32^{\circ}24'46.86'' (32.413016^{\circ})$ ONGITUDE = $-103^{\circ}43'59.13'' (-103.73309)$ ATITUDE = 32°24'47.65" (32.41323) ONGITUDE = -103°43'59.13" (-103.7 ● = SURFACE HOLE LOCATION ♦ = KICK OFF POINT/TAKE POINTS 9 = LEASE CROSSING 0 = BOTTOM HOLE LOCATION ▲ = SECTION CORNER LOCATED = LEASE LINE = HORIZONTALS PACING UNIT 3309 NAD 27 (FIRST TAKE POINT) NAD 27 (LAST TAKE POINT) LATITUDE = 32°24'46.42" (32.412894°) LONGITUDE = -103°43'57.37" (-103.732601 NAD 27 (BOTTOM HOLE LOCATION) ATITUDE = 32°23′03.85" (32.384403°) LONGITUDE = -103°43′57.43" (-103.732619 ATITUDE = 32°24'47.21" (32.413114°) ONGITUDE = -103°43'57.36" (-103.73260) STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST) N: 514445.93' E: 685385.84' STATE PLANE NAD 27 (N.M. EAST)

E: 695395 AA

S.O.W. = SOUTH OF WELL W.O.W. = WEST OF WELL

N: S0141.84 E: 726621.01 STATE PLANE NAD 27 (N.M. EAST) Released to Imaging: 8/9/2024 11:07:51 AM

District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fc, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT



District II 811 S. First St., Artesia, NM 88210

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720

Phone: (575) 748–1283 Fax: (575) 748–9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334–6178 Fax: (505) 334–6170

UPDATED

State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT





Released to Imaging: 8/9/2024 11:07:51 AM

UPDATED

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District III</u> 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u> 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

30-015-47	¹ API Number 888	51863	² Pool Code 5695	RED TANK	, BONE SPR	³ Pool Nam NG BILBREY	BASIN; BONE	E SPRING
4 Prope	erty Code	•	то	⁵ Property Name P SPOT 12 13 FED	COM		6	⁵ Well Number 26H
	RID No.		10	8 Operator Name	COM			⁹ Elevation
6696				OXY USA INC.				3583.4'
				"Surface Loca				~ .
UL or lot n O	no. Section 13	TownshipRange22S31E	Lot Idn	Feet from the No 520	orth/South line SOUTH	Feet from the 1345	East/West line EAST	County EDDY
		u	Bottom Hole	e Location If Dif	ferent From	Surface		
UL or lot n A	o. Section 12	Township Range 22S 31E	Lot Idn		rth/South line NORTH	Feet from the 880	East/West line EAST	County EDDY
12 Dedicate	d Acres 13 Jo		olidation Code	¹⁵ Order No.	NOKIII	880	EAST	EDDI
32 No allowab	-	ed to this completion 1	until all interests	have been consolids	ated or a non-st	andard unit has been	n approved by the	division
	E 1/4 Cor.	ed to this completion t				andard unit has been		PERATOR
	.Seć. 2 ►Re-Established	(hv	R 31	R 32	LINE	TABLE	CERT	TIFICATION
. S	Double Proport Method			E	LINE DIRE	CTION LENGTH	herein is true and	at the information contain complete to the best of my
				в	L1 S89*4	8'38"W 5283.00'		r owns a working interest
W Cor. ec. 2		<u>See Detail "B</u>	County	County "1	L2 N00*	05'15"W 2642.31'	the proposed botto	interest in the land includi om hole location or has a
I			5	5	L3 N89*	53'45"W 5284.97'	to a contract with	vell at this location pursua an owner of such a minero
H		 		1'i Detall A	L4 N000	02'49"W 2638.99'	agreement or a co.	t, or to a voluntary poolin mpulsory pooling order
			Eddy	No Scale	L5 N007	04'00"W 2641.40'	heretofore entered	
		029233 012845		/ RTP		5'57"W 2642.34'	Signature	<u>údry03/27/24</u> Date
<u>_</u>		— <u>12</u> —		C / - 880' FEL		57'03"W 2643.31'		
	NOTE:	2640	"FNL "FSL	ि रिपे Section		02'58"W 5284.61'	Melissa Gui Printed Name	iury
	Distances refer plat to section	enced on 879	FEL P. N.O.W.			03'46"W 2640.91'	melissa ou	idry@oxy.com
	 plat to section perpendicular. Basis of Bearing 	457	E.O.W.	0 880' FEL)4'43"W 2638.22'	E-mail Address	
- 1	Transverse Me Projection with	reator		19 F 466' E.O.W.		59'17"W 2641.57'	18 51	JRVEYOR
!	Central Meridi W103°53'00" (an of	l i l	KOP 300' FNL		2'27"W 2645.53'	CERT	IFICATION
	w105-5500 (NAD 85)		880' FEL		00'53"W 2649.62'	on this plat was p	at the well location shown lotted from field notes of
†	L7	≜	L6	$^{\rm D}$, \frown		04'12"W 2642.25'	supervision, and the	de by me or under my hat the same is true and
_ I			L22	Section Line		06'22"W 5275.77'	correct to the best	
- 1			1)3'45"W 2637.88'	Date of Survey	uary 26, 2024
5	· ·			ດງ + 20' FNL ດາ 880' FEL	L18 S89*5	54'46"W 5277.18'	Signature and Seal	of Professional Surveyor:
					L19 S29*	36'59"E 943.12'		BUCH
		NMNM 029233		\ ∳LTP / \Si 100' FNL	L20 N000	04'20"W 300.00'	O PUL	MEX
1		—1'3—	н	E " 880' FEL	L21 N000	04'20"W 100.00'		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
T		10		<u>Detail "B"</u>	L22 N000)3'50"W 7821.76'		3182 84
- 1				No Scale	L23 N000	03'50"W 2539.54'	1 Van	Duchter
m	I	441'-	╸	o	L24 N000	02'49"W 80.00'	02-	-28-24
5	·	SHL			HSU COORDINA	NAD 83 N.M. STATE	1018 ⁸	NAL SUR
		520' FSL 1345' FE			E, EAST ZONE	PLANE, EAST ZONE	∥ ∽	
			C Let	А 514550.2	25' 687198.70'	514610.95' 728380.77'	Certificate Number:	:
•	L12			C 511915.0		514614.11' 729701.76' 511975.65' 729715.03'		
	NMNM 025876	<u>See Detail "A</u>		D 509274.2	21' 688547.00'	509334.77' 729729.22'	1	
	2000'	0, 1000'	2000	E 506633.9 F 503996.2		506694.39' 729743.22' 504056.69' 729757.94'	1	
L16	20	0, 10	20	G 503990.4 H 506629.6		504050.86' 728437.41' 506690.09' 728422.68']	
- 1		SCALE		I 509270.2	21' 687226.09'	509330.77' 728408.30'	1	
		SUALE		J 511911.0	- · · · ·	511971.66' 728394.30'	J	
W Cor.		24 24 —			WN BY: D.J.S -28-24 L.M.V	5. 10-24-23 V. (SHL MOVE)		
	Re-Established	tion Method				× ,		
	LATITUDE = 32°	CE HOLE LOCATION) 23'08.44" (32.385677°)		3'00.32" (32.383422°)	LATITUDE = 32	°23'03.29" (32.384246°)		23'04.28" (32.384521°)
Ļ		103°43'38.29" (-103.727304°) CE HOLE LOCATION)	LONGITUDE = -10 NAD 27 (KICK O	03°43'32.87" (-103.725798° FF POINT)	P) LONGITUDE = NAD 27 (LEASE	103°43'32.87" (-103.7257 CROSSING 1)	98°) LONGITUDE = -1 NAD 27 (FIRST 1	03°43'32.87" (-103.72579 TAKE POINT)
W 1/4 Co	LATITUDE = 32°	23'08.00" (32.385554°) 103°43'36.53" (-103.726815°)	LATITUDE = 32°2	2'59.88" (32.383299°) 3°43'31.11" (-103.725310°	LATITUDE = 32	°23'02.84" (32.384123°) 103°43'31.11" (-103.7253	LATITUDE = 32°2	23'03.83" (32.384398°) .03°43'31.11" (-103.7253)
Sec. 25		NAD 83 (N.M. EAST)		AD 83 (N.M. EAST)		NAD 83 (N.M. EAST)		NAD 83 (N.M. EAST)
	STATE PLANE	NAD 27 (N.M. EAST)	STATE PLANE N	AD 27 (N.M. EAST)	STATE PLANE	NAD 27 (N.M. EAST)	STATE PLANE N	NAD 27 (N.M. EAST)
	N: 504510.22' E: NAD 83 (LEASE	CROSSING 2)	N: 503692.46' E: 6 NAD 83 (LAST TA	KE POINT)		OM HOLE LOCATION	N: 504092.37' E: 6	587695.18' E HOLE LOCATION
		24'21.66" (32.406017°) 103°43'32.84" (-103.725789°)		4'46.79" (32.412996°))3°43'32.83" (-103.725786°		°24'47.58" (32.413216°) 103°43'32.83" (-103.7257		F POINT/TAKE POIN
	NAD 27 (LEASE		NAD 27 (LAST TA		NAD 27 (BOTT	OM HOLE LOCATION °24'47.14" (32.413093°)		HOLE LOCATION
	LONGITUDE = -	103°43'31.08" (=103.725299°)	LONGITUDE = -1	3°43'31.07" (=103.725296°) LONGITUDE =	103°43'31.07" (=103.7252	96°) — = LEASE L	CORNER LOCATED
	N: 511972.99' E:		N: 514512.02' E: 7	AD 83 (N.M. EAST) 28822.42'	N: 514592.01' E:	NAD 83 (N.M. EAST) 728822.02'	= HORIZON N.O.W. = NOR S.O.W. = SOU E.O.W. = EAST	TAL SPACING UNIT
	STATE PLANE			AD 27 (N.M. EAST)		NAD 27 (N.M. EAST)		



<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 Form C-102 State of New Mexico Revised August 1, 2011 Energy, Minerals & Natural Resources Department Submit one copy to appropriate District II 811 S. First St., Artesia, NM 88210 OIL CONSERVATION DIVISION District Office Phone: (575) 748-1283 Fax: (575) 748-9720 Phote: (5/5) 746-1285 Fax: (5/5) 746-9/20 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 1220 South St. Francis Dr. AMENDED REPORT Santa Fe, NM 87505 District IV 1220 S. St. Francis Dr., Santa Fc, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 WELL LOCATION AND ACREAGE DEDICATION PLAT API Number ² Pool Code 30-015-47953 5695 BILBREY BASIN; BONE SPRING Property Code Well Numbe TOP SPOT 12_13 FED COM 33H OGRID No ⁸Operator Name OXY USA INC Elevatio 3583.6 Surface Location UL or lot no. Section ownship Range Lot Idn Feet from the North/South lin Feet from the East/West line County 228 31Ē 310 SOUTH 1186 EDDY Р 13 EAST ¹¹ Bottom Hole Location If Different From Surface Lot Idn East/West line Feet from the UL or lot no. Section Township Range orth/South liv Feet from t County EDDY 12 22S 31Ĕ 20 NORTH 545 EAST А 12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No 320 No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division. E 1/4 Cor. Sec. 2 "OPERATOR R R LINE TABLE CERTIFICATION Re-Established by Double Proportion Method 31 32 I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including E DIRECTION LENGTH 2 E LINE **≜_^**_ в L1 S89*48'38"W 5283.00' SW Cor. Sec. 2 County See Detail "B County L2 N00'05'15"W 2642.31' the proposed bottom hole location or has a right to drill this well at this location pursuan L3 N89*53'45"W 5284.97' right of an in this were at his location parsadin to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <u>Detail "A"</u> N00'02'49"W L4 2638.99' Eddy Lea 5 No Scale L5 N00°04'00"W 2641.40' NMNM 029233 NMNM 012845 $\mathcal{T}_{\mathsf{FTP}}$ <u> 1elíssa Guídry</u> 03/27/24 L6 N89*55'57"W 2642.34' 545' FEL Signature Date L7 N89*57'03"W 2643.31 12 LC 2 2639' FNL 2641' FSL 544' FEL 7611' N.O.W. 632' E.O.W. Melissa Guidry L8 N00°02'58"W 5284.61 Section L C 1 C' FNL 545' FEL 310' S.O.W. 7.9 641' E.O.W. NOTE: Distances referenced on plat to section lines are perpendicular. Basis of Bearings is a Transverse Mercator Printed Name 544 L9 N00°03'46"W 2640.91 melissa_guidry@oxy.com L10 N00°04'43"W 2638.22 E-mail Address L11 S89*59'17"W 2641.57' ഹ ^{ير ب}ره KOP 18 SURVEYOR Projection with a L12 S89*52'27"W 2645.53' Central Meridian of W103°53'00" (NAD 83) CERTIFICATION 300' FNI N00°00'53"W L13 2649.62 I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my 545' FEL L14 N00°05'42"W 2641.26' supervision, and that the same is true and L6 L15 N00'04'12"W 2642.25' correct to the best of my belief. Section Line L16 N00°06'22"W 5275.77 February 26, 2024 **Ф**ВНЦ L17 N00°03'45"W 2637.88 Date of Survey Signature and Seal of Professional Surveyor 20' FNL 118 S89*54'46"W 5277.18' 545' FEL BUCHA L19 S46*26'21"E 885.01' ß 1 NMNM 029233 ¢∟tp L20 N00°04'20"W 300.00' 100' FNL 545' FEL L21 N00°04'20"W 100.00' 13 Detail "B" L22 N00°03'50"W 7821.30 No Scale L23 N00°03'50"W 2539.33' L24 N00'02'49"W 80.00' 9 HSU COORDINATES ONAL NAD 27 N.M. STATE PLANE, EAST ZONE NAD 83 N.M. STATE PLANE, EAST ZONE 310' FSL 1186' FEL NORTHING EASTING ORTHING EASTIN POL Certificate Number Đ, 514550.25' 687198.70 514610.95' 728380.77 В 514553.41' 688519.69' 514614.11' 729701.76 ≫ 511975.65 С 511915.01' 688532.88 729715.03 NMNM 025876 Detail D 509274.21 688547.00 509334.77 729729.22 E 506633.90' 688560.92 506694 39 7207/13 2 000 000 000 F 503996.27 688575.56 504056.69 729757.94 L15 G 503990.44' 687255.04 504050.86' 728437.41 687240.39 506690.09' Н 506629.60' 728422.68 SCALE 509270.2 509330.7 728408.30 DRAWN BY: L.M.W. 02-29-24 511011 02 511971 SW Cor. Sec. 24 Re-Established by 24 Double Proportion Method SW Cor. Sec. 23: 24 NAD 83 (LEASE CROSSING 1) CATITUDE = 32°23'03.28" (32.384245°) CONGITUDE = -103°43'28.97" (-103.724713 NAD 83 (SURFACE HOLE LOCATIO LATITUDE = 32°23'06.36" (32.385099°) NAD 83 (KICK OFF POINT) LATITUDE = 32°23'00.31" (32.383421 D 83 (FIRST TAKE POINT $\Delta TITUDE = 32^{\circ}23'04.27'' (32.3845)$ LONGITUDE = -103°43'36.43" (-103.72678) LONGITUDE = -103°43'28.97" (-103.724713 ONGITUDE = -103°43'28.97" (-103.724713 LONGITUDE - 103 * 328.97 (-103.72 NAD 27 (KICK OFF POINT) LATITUDE = 32°22'59.87" (32.383298°) LONGITUDE - 103°43'27.21" (-103.724 STATE PLANE NAD 83 (N.M. EAST) NAD 27 (FIRST TAKE POINT) LATITUDE = 32°23'03.83" (32.384397 LONGITUDE = -103°43'27.21" (-103.7 NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°23′05.92" (32.384977°) LONGITUDE = -103°43′34.68" (-103.724 724224 LONGITUDE = -103°43'27.21" (-103.724224 STATE PLANE NAD 83 (N.M. EAST) W 1/4 Co Sec. 25 726299 21" (-103.72422) STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 83 (N.M. EAST) : 504361.41' E: 728570.92 503754.35' E: 729214.6' 504054.29' E: 729213.0 504154.27' E: 729212.49 STATE PLANE NAD 27 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST) TATE PLANE NAD 27 (N.M. EAST) TATE PLANE NAD 27 (N.M. EAST) J: 503993 87' E: 688030 66' SURFACE HOLE LOCATION
 ► KICK OFF POINT/TAKE POINTS
 ► LEASE CROSSING
 ► BOTTOM HOLE LOCATION
 ▲ = SECTION CORNER LOCATED NAD 83 (LEASE CROSSING 2 AD 83 (BOTTOM HOLE LOCATION NAD 83 (LAST TAKE POINT ATITUDE = $32^{\circ}24'46.77'' (32.412993^{\circ})$ ONGITUDE = $-103^{\circ}43'28.92'' (-103.724700)$ ATITUDE = 32°24'47.57" (32.413213° ONGITUDE = -103°43'28.92" (-103.72 = 32°24'21.65" (32.406014°) 5 = -103°43'28.93" (-103.724703 ONGITUDE NAD 27 (LAST TAKE POINT) NAD 27 (BOTTOM HOLE LOCATION) NAD 27 (LEASE CROSSING 2) ATITUDE = 32°24'21.21" (32.405892°)ONGITUDE = -103°43'27.17" (-103.724214)LATITUDE = 32°24'46.33" (32.412870°) LONGITUDE = -103°43'27.16" (-103.724211 ATITUDE = 32°24'47.13" (32.413090°) ONGITUDE = -103°43'27.16" (-103.72421') A = SECTION CORNER LOCATED = LEASE LINE = HORIZONTAL SPACING UNIT N.O.W. = NORTH OF WELL E.O.W. = EAST OF WELL STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

12' E. 697075 20

STATE PLANE NAD 27 (N.M. EAST)

14522 11' E. 697074 90

N: 511974.00' E: 729170.88' STATE PLANE NAD 27 (N.M. EAST) Released to Imaging: 8/9/2024 11:07:51 AM

						MAILED 6/13/24
To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
RUTH ANN BECKER POA	A WAYNE BREELAND	3761 WOODSHADOW LANE	ADDISON	TX	75001	9414811898765465968128
	AMY KERBOW SEDANO	194 LITCHFIELD LN BLDG 31	HOUSTON	TX	77024	
	ARROTT FAMILY REVOCABLE TR	PO BOX 241868	LITTLE ROCK	AR	72223	_9414811898765465968197
	BEN B ANDREWS	2216 PELHAM	HOUSTON	TX	77019	_9414811898765465968142
	BJ & RACHEL HONEYMAN LIV TR	26 MEADOW BROOKE PLACE	THE WOODLANDS	тх	77382	_9414811898765465968135
	BLUE STAR ROYALTY LLC	PO BOX 470249	FORT WORTH	ТΧ	76147	_9414811898765465968319
HELEN MCCUSKER ATWILL TRUSTEE	BOB AND HELEN ATWILL FAM REV TRUST	2478 SW ARDEN RD	PORTLAND	OR	97201	_9414811898765465968357
BRENT JEREMY HONEYMAN TRUSTEE	BRENT JEREMY HONEYMAN CHILDS TRUST	26 MEADOW BROOK PL	THE WOODLANDS	ΤХ	77382	_9414811898765465968364
	BRYAN BELL FAMILY LLC	P O BOX 24591	NEW ORLEANS	LA	70184	_9414811898765465968326
	CAL MON OIL COMPANY	200 N LORAINE ST STE 1404	MIDLAND	ТΧ	79701	_9414811898765465968302
CATHLEEN ANN ADAMS TTEE	CATHLEEN ANN ADAMS REV TR	PO BOX 45807	RIO RANCHO	NM	87174	_9414811898765465968340
	CHARLES ANDREW SPRADLIN	304 SUMMIT RIDGE DR	GLEN ROSE	TX	76043	_9414811898765465968388
	CHARLES MANNING DUHON II	332 ROSELAWN BLVD	LAFAYETTE	LA	70503	_9414811898765465968333
	CHARMAR LLC	4815 VISTA DEL OSO COURT NE	ALBUQUERQUE	NM	87109	_9414811898765465968371
	CHISOS LTD	3355 W ALABAMA STE 1200 B	HOUSTON	TX	77098	9414811898765465968012
	CLEMENS R REITER	4100 PRIVATE ROAD 472	HAWLEY	TX	79525	_9414811898765465968050
	COLBURN OIL LP	PO BOX 2524	MIDLAND	TX	79702	_9414811898765465968029
	DAVID HUMPHREY KERBOW	1343 WESTWICK FOREST DRIVE	HOUSTON	TX	77043	_9414811898765465968098
	DON PAGE ROYALTIES LLC	P O BOX 270771	FLOWER MOUND	TX	75027	_9414811898765465968043
	ELIZABETH C & JAMES A REICHERT	7516 CHEVY CHASE	HOUSTON	ТΧ	77063	_9414811898765465968036
	FORTIS MINERALS II LLC	P O BOX 470788	FORT WORTH	TX	76147	_9414811898765465968074
	FRANCIS A & FRANCES R BOLEN	3418 BLUERIDGE	ABILENE	ТΧ	79605	_9414811898765465968456
NEW MEXICO BANK & TRUST WEALTH	GPGM LLC	320 GOLD AVE SW STE 200	ALBUQUERQUE	NM	87102	_9414811898765465968425
	HATCH ROYALTY LLC	1717 WEST 6TH ST STE 290	AUSTIN	TX	78703	_9414811898765465968401
HELEN MCCUSKER ATWILL TRUSTEE	HELEN MCCUSKER ATWILL TRUST	6124 ROBERTS MARKET RD	THE DALLES	OR	97058	
	HILL MINERALS GROUP LTD	5809 LONDON LANE	DALLAS	TX	75252	_9414811898765465968449
	HONEYMAN INVESTMENT HOLDINGS LP	2890 FOREST DRIVE	CELINA	ΤХ	75009	9414811898765465968432
	JILL KERBOW IMHOFF	3213 TARRYHOLLOW DR	AUSTIN	TX	78703	_9414811898765465968470
	JOHN M SNYDER	147 BRUSH CREEK DR	AZLE	TX	76020	9414811898765465968517

-

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	JOHN MCGHEE	700 WREN AVE	AUSTIN	ТΧ	78753	_9414811898765465968555
	KAREN J KASTNER	1811 S WALNUT STREET	CASPER	WY	82601	_9414811898765465968524
	KATHERINE NEFF WILSON	206 FRANKLIN RD	FRANKLIN	TN	37064	_9414811898765465968593
	KATHLEEN ANN CURRY	7 SABADELL LN	HOT SPRINGS	AR	71909	_9414811898765465968548
	KIMBERLY NEFF HOGUE	5101 E SEWARD RD	GUTHRIE	ОК	73044	_9414811898765465968586
	LISA KERBOW HOOD	6316 COMMUNITY DRIVE	HOUSTON	ТΧ	77005	_9414811898765465968531
LISA M ENFIELD TRUSTEE	LISA M ENFIELD TRUST	904 DON GASPAR AVENUE	SANTA FE	NM	87505	_9414811898765465968579
LARRY T LONG MANAGING TRUSTEE	LONG TRUSTS	P O BOX 3096	KILGORE	ΤХ	75663	_9414811898765465967251
	LOVETT BAKER JR	5773 WOODWAY DR NO420	HOUSTON	ТΧ	77057	_9414811898765465967268
	LYNETTE DUHON FOREMAN	213 BRANDY ST	LAFAYETTE	LA	70506	_9414811898765465967220
	MARC DECLOUET DUHON	121 GAYLE DR	LAFAYETTE	LA	70503	_9414811898765465967206
	MARSHALL S BAKER	2711 WESLAYAN STREET	HOUSTON	ТΧ	77027	_9414811898765465967299
	MAVEN ROYALTY 2 LP	1065 PROVENANCE PLACE BLVD STE	SHREVEPORT	LA	71106	_9414811898765465967244
	MAX F HENTZ	141 PLEASANT VIEW DR	LAFAYETTE	LA	70503	_9414811898765465967282
	MICHAEL & MARLENE BOYLE	10641 WEST IDA PLACE	LITTLETON	CO	80127	_9414811898765465967237
	MICHAEL D & LYNNE M SHOTTON	4082 CORTE BELLA DR	BROOMFIELD	CO	80023	_9414811898765465967275
	MILESTONE OIL LLC	4813 E 84TH ST	TULSA	ОК	74137	_9414811898765465967855
FEDERAL GOVERNMENT ROYALTY	MINERALS MANAGEMENT SERVICE	620 E GREENE STREET	CARLSBAD	NM	88220	_9414811898765465967862
	MISTY B CORPORATION	16110 RED CEDAR TRAIL	DALLAS	ТΧ	75248	_9414811898765465967800
PARTNERSHIP II LLC	MSH FAMILY REAL ESTATE	4143 MAPLE AVE SUITE 500	DALLAS	ТΧ	75219	_9414811898765465967848
	PATRICIA R NEFF	12401 TRAIL OAKS DRIVE NO 166	OKLAHOMA CITY	ОК	73120	_9414811898765465967886
PATRICK K MONAGHAN TRUSTEE	PATRICK K MONAGHAN TRUST	2610 W SUNNYSIDE AVE	CHICAGO	IL	60625	_9414811898765465967831
	PEGASUS RESOURCES II LLC	PO BOX 731077	FORT WORTH	ТΧ	75373	_9414811898765465967879
	PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	ТΧ	75373	
	RICHARD C DEASON	1301 N HAVENHURST DR NO 217	WEST HOLLYWOOD	CA	90046	9414811898765465967725
ALAN NOEL TRUSTEE	RICHARD NOEL TRUST	1108 CLIFF SWALLOW DR	GRANBURY	ТΧ	76048	_9414811898765465967701
	RIVER HILLS RESOURCES LLC	4228 N CENTRAL EXPWY STE 180	DALLAS	ТΧ	75206	9414811898765465967794
LISA ENFIELD TRUSTEE	ROBERT N ENFIELD REV TRUST	P O BOX 40909	AUSTIN	ΤХ	78704	_9414811898765465967749
	ROBERTA WARNER	14686 US HWY 277S	WINGATE	ТΧ	79566	_9414811898765465967787
	ROCKPORT OIL AND GAS LLC	PO BOX 19567	HOUSTON	ТΧ	77224	
B J POLLAN	RONALD L & SHAW	880 HIGHLAND AVENUE	ABILENE	ΤX	79605	
	RUSSELL T RUDY ENERGY LLC	320 WESTCOTT ST	HOUSTON	ТΧ	77007	
	SALLY KERBOW BROLLIER	613 S RIPPLE CREEK DRIVE	HOUSTON	ТΧ	77057	
	SAP LLC	4901 WHITNEY LANE	ROSWELL	NM	88203	
	SCHNURR FAMILY TRUST	2960 MASSA DR	NAPA	CA	94558	9414811898765465967985

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	SMP SIDECAR TITAN MINERAL	4143 MAPLE AVE SUITE 500	DALLAS	тх	75219	_9414811898765465967930
	SMP TITAN FLEX LP	4143 MAPLE AVE SUITE 500	DALLAS	ТΧ	75219	_9414811898765465967978
	SMP TITAN MINERAL HOLDINGS LP	4143 MAPLE AVE SUITE 500	DALLAS	тх	75219	_9414811898765465967619
	SOFTSEARCH INVESTMENT LP	PO BOX 89	ABILENE	ТΧ	79604	_9414811898765465967657
	SOFTVEST MANAGEMENT LP	P O BOX 89	ABILENE	ТΧ	79604	_9414811898765465967626
	SOLAR FLARE INVESTMENTS LLC	1801 RED BUD LN STE B 248	ROUND ROCK	тх	78664	_9414811898765465967602
	TD MINERALS LLC	8111 WESTCHESTER DR STE 900	DALLAS	ТΧ	75225	_9414811898765465967695
	THOMAS C & LYNNE M WILLIAMS	12646 RIP VAN WINKLE DRIVE	HOUSTON	тх	77024	_9414811898765465967640
	THOMAS D DEASON	5016 92ND STREET	LUBBOCK	ТΧ	79424	_9414811898765465967688
	TOCOR INVESTMENTS INC	P O BOX 293	MIDLAND	ТΧ	79702	_9414811898765465967671
	WAYNE SELVIG	4261 MEADOWDALE LANE	DALLAS	ТΧ	75229	_9414811898765465967114
	WEST BEND ENERGY PARTNERS IV LLC	1320 SOUTH UNIVERSITY DR STE 701	FORT WORTH	тх	76107	_9414811898765465967152
	WING RESOURCES VI LLC	2100 MCKINNEY AVE STE 1540	DALLAS	ТХ	75201	_9414811898765465967169
	XTO HOLDINGS LLC	PO BOX 840780	DALLAS	ТХ	75284	_9414811898765465967121
	XTO HOLDINGS LLC	810 HOUSTON ST STE 2000	FT WORTH	ТХ	76102	_9414811898765465967107



OXY USA WTP Limited Partnership / OXY USA INC / OCCIDENTAL PERMIAN LTD A subsidiary of Occidental Petroleum Corporation 5 Greenway Plaza, Suite 110, Houston, Texas 77046 P.O. Box 4294, Houston, Texas 77210-4294 Direct: 713.366.5106 Sandra_Musallam@oxy.com

June 13, 2024

Re: Request for Pool and Lease Commingling and Off-lease Measurement for Oil Production at Lost Tank 18 Facility Train #2

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an application with NMOCD to amend PLC 878 for surface commingling for oil production at the Lost Tank 18 Facility Train #2. A copy of the application submitted to the Division is attached. This commingle request includes the current and future wells within the same leases/communitization agreements and pools listed in the attached application.

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date of this letter.

Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

For questions regarding this application, please contact Sandra Musallam at (713) 366-5106.

Respectfully,

OXY USA INC Sandra Musallam Regulatory Engineer Sandra_Musallam@oxy.com

** LocaliQ

Texas/New Mexico

GANNETT

Copies:

AFFIDAVIT OF PUBLICATION

Kim Hoffman Attn: Sandra Musullam Oxy Usa Inc 5 Greenway Plaza Ste 110 Houston TX 77046

STATE OF WISCONSIN, COUNTY OF BROWN

The Carlsbad Current Argus, a newspaper published in the city of Carlsbad, Eddy County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

05/17/2024

and that the fees charged are legal. Sworn to and subscribed before on 05/17/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$58.90	
Order No:	10182982	# of
Customer No:	1353459	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

PO Box 631667 Cincinnati, OH 45263-1667

Notice of Application for urface Commingling USA WTP LP located OXY at 5 Greenway Plaza, Suite Houston ТХ 110 77046 is applying to the NMOCD for surface commingle a permit for oil production at the Top Spot Battery. The Top Spot Battery is located in Lea County, Section 18, R32E. Wells T22S are Eddy located in County, Sections 12 and 13, T22S – R31E. Production is from the BILBREY BASIN; BONE SPRING and WC 22S31E13;WOLF-CAMP pools. Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application. For questions pertaining to application, the please

Sandra contact Musallam at (713) 366-5106.

5/17/2024 #10182982

KATHLEEN ALLEN Notary Public State of Wisconsin

Released to Imaging: 8/9/2024 11:07:51 AM

From:	McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD
To:	Musallam, Sandra C; Fortier, Eric
Cc:	McClure, Dean, EMNRD; Lowe, Leonard, EMNRD; Rikala, Ward, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O; Walls, Christopher
Subject:	Approved Administrative Order PLC-878-A
Date:	Friday, August 9, 2024 8:49:24 AM
Attachments:	PLC878A Order.pdf

NMOCD has issued Administrative Order PLC-878-A which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47949	Top Spot 12 13 Federal Com #24H	E/2	12-22S-31E	98351
30-013-4/949	Top Spot 12 13 Federal Com #34H	E/2	13-22S-31E	90331
20.015.47997	Ten Smot 12 12 Federal Com #2511	E/2	12-22S-31E	98351
30-015-47887	Top Spot 12 13 Federal Com #35H	E/2	13-22S-31E	98331
20 015 47(25	Ton Spot 12 12 Endored Com #2121	E/2	12-22S-31E	98351
30-015-47625	Top Spot 12 13 Federal Com #313H	E/2	13-22S-31E	96551
30-015-48594	Ton Spot 12 12 Federal Com #111	W/2 W/2	12-22S-31E	5695
30-015-46594	Top Spot 12 13 Federal Com #1H	W/2 W/2	13-22S-31E	3093
20 015 49505	Top Spot 12 12 Federal Com #1111	W/2 W/2	12-22S-31E	5605
30-015-48595	Top Spot 12 13 Federal Com #11H	W/2 W/2	13-22S-31E	5695
20 015 47771	Top Spot 12 12 Federal Com #2111	W/2 W/2	12-22S-31E	5605
30-015-47771	Top Spot 12 13 Federal Com #21H	W/2 W/2	13-22S-31E	5695
20.015.49507	Tan Smat 12 12 Federal Com #2111	W /2	12-22S-31E	00251
30-015-48597	Top Spot 12 13 Federal Com #31H	W /2	13-22S-31E	98351
20.015.4950(Ten Such 12 12 Federal Com #2011	W /2	12-22S-31E	98351
30-015-48596	Top Spot 12 13 Federal Com #32H	W /2	13-22S-31E	98351
20 015 47(27	Ten Smet 12 12 Federal Com #2111	W /2	12-22S-31E	00251
30-015-47627	Top Spot 12 13 Federal Com #311H	W /2	13-22S-31E	98351
20.015.47(2)	Ten Smet 12 12 Federal Com #2121	W /2	12-22S-31E	00251
30-015-47626	Top Spot 12 13 Federal Com #312H	W /2	13-22S-31E	98351
20.015.47(20	Ten Smat 12 12 Federal Com #2511	W/2 E/2	12-22S-31E	5(05
30-015-47639	Top Spot 12 13 Federal Com #25H	W/2 E/2	13-22S-31E	5695
20 015 47995	Ten Such 12 12 Federal Com #2211	E/2 W/2	12-22S-31E	5(05
30-015-47885	Top Spot 12 13 Federal Com #23H	E/2 W/2	13-22S-31E	5695
20 015 47999	Ten Smot 12 12 Federal Com #2(II	E/2 E/2	12-22S-31E	5(05
30-015-47888	Top Spot 12 13 Federal Com #26H	E/2 E/2	13-22S-31E	5695
20 015 47990	Tan Smat 12 12 Federal Com #2011	E/2 W/2	12-22S-31E	5(05
30-015-47889	Top Spot 12 13 Federal Com #22H	E/2 W/2	13-22S-31E	5695
20.015.47052	Top Spot 12 12 Fodewal Come #2211	E/2 E/2	12-22S-31E	5(05
30-015-47953 Top Spot 12 13 I	Top Spot 12 13 Federal Com #33H	E/2 E/2	13-22S-31E	5695
20.015.47054	Top Spot 12 12 Fodewal Come #2411	W/2 E/2	12-22S-31E	5(05
30-015-47954	-015-47954 Top Spot 12 13 Federal Com #24H	W/2 E/2	13-22S-31E	5695

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted

and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the _____day of ______, 20___ by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 22 South, Range 31 East, N.M.P.M.

W/2 E/2 of Sections 12 and 13, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be OXY USA INC., 5 Greenway Plaza, Ste. 110, Houston, TX, 77046. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is _____, 20__, and it shall become effective as 10. of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

OXY USA INC.

Operator

Date

By: ___

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)) COUNTY OF HARRIS)

This instrument was acknowledged before me on ______, 2024, by James Laning, <u>ATTORNEY-IN-FACT</u> of OXY USA INC., a Delaware corporation.

Notary Public in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

OXY USA INC.

By: _____ Name: _____ Title: <u>Attorney-in-fact</u>

ACKNOWLEDGMENTS

STATE OF TEXAS COUNTY OF HARRIS

This instrument was acknowledged before me on _____, 2024, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation.

)))

Notary Public in and for the State of Texas

Date

XTO HOLDINGS, LLC

	By:	
Date	Name:	
	Title:	
	ACKNOWLEDGMENTS	

STATE OF)
)
COUNTY OF)

This instr	ument was acknowledged before me on	, 20
, by	, as	
of	, a	, on behalf
of said		

Notary Public in and for the State of
Notary's Printed Name:
Notary's Commission Expires:

Chisos, Ltd.

	By:
Date	Name:
	Title:

ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on ______, 20 _____, by ______, as ______, on behalf of said _____.

Notary Public in and for the State of _____ Notary's Printed Name: _____ Notary's Commission Expires: _____

Rockport Oil and Gas, LLC

	Ву:
Date	Name:
	Title:

ACKNOWLEDGMENTS

STATE OF)

)
COUNTY OF _____)

This instrument	was acknowledged before me on	, 20
, by	, as	
of	, a	, on behalf
of said		

Notary Public in and for the State of	
Notary's Printed Name:	_
Notary's Commission Expires:	_

Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust

	By:
Date	Name:
	Title:

ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on		, 20
, by	, as	
of	, a	, on behalf
of said		

Notary Public in and for the State of	
Notary's Printed Name:	
Notary's Commission Expires:	

Charles Andrew Spradlin

	By:
Date	Name:
	Title:

ACKNOWLEDGMENTS

STATE OF)
)

) COUNTY OF _____)

This instrument was acknowledged before me on		, 20
, by	, as	
of	, a	, on behalf
of said		

Notary Public in and for the State of	
Notary's Printed Name:	_
Notary's Commission Expires:	_

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated ______, 20__.

Plat of communitized area covering 320.00 acres in the W/2 E/2 of Sections 12 and 13, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico


EXHIBIT "B"

To Communitization Agreement Dated ______, 20__ embracing the following described land in the W/2 E/2 of Sections 12 and 13, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Number of Acres:N.M.P.M., Section 12: W/2 NE/4Number of Acres:80.00Current Lessee of Record:XTO HOLDINGS LLCName of Working Interest Owners:OXY USA INC 78.306692% XTO Holdings, LLC - 11.111111% Chisos, Ltd 4.166750% Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust - 5.706935% Charles Andrew Spradlin - 0.245540%Lease Serial Number:NMNM 029233Description of Land Committed:Township 22 South, Range 31 East, N.M.P.M., Section 12: W/2 SE/4Number of Acres:80.00	Lease Serial Number:	NMNM 012845
Current Lessee of Record: XTO HOLDINGS LLC Name of Working Interest Owners: OXY USA INC 78.306692% Name of Working Interest Owners: OXY USA INC 78.306692% XTO Holdings, LLC - 11.111111% Chisos, Ltd 4.166750% Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, collectively d/b/a the Long Trust - 5.706935% Charles Andrew Spradlin - 0.245540% Tract No. 2 Itease Serial Number: Description of Land Committed: Township 22 South, Range 31 East, N.M.P.M., Section 12: W/2 SE/4 Number of Acres: 80.00	Description of Land Committed:	
Name of Working Interest Owners:OXY USA INC 78.306692% XTO Holdings, LLC - 11.111111% Chisos, Ltd 4.166750% Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust - 5.706935% Charles Andrew Spradlin - 0.245540%Lease Serial Number:NMNM 029233Description of Land Committed:Township 22 South, Range 31 East, N.M.P.M., Section 12: W/2 SE/4Number of Acres:80.00	Number of Acres:	80.00
XTO Holdings, LLC - 11.111111% Chisos, Ltd 4.166750% Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust - 5.706935% Charles Andrew Spradlin - 0.245540%Lease Serial Number:NMNM 029233Description of Land Committed:Township 22 South, Range 31 East, N.M.P.M., Section 12: W/2 SE/4Number of Acres:80.00	Current Lessee of Record:	XTO HOLDINGS LLC
Lease Serial Number:NMNM 029233Description of Land Committed:Township 22 South, Range 31 East, N.M.P.M., Section 12: W/2 SE/4Number of Acres:80.00	Name of Working Interest Owners:	XTO Holdings, LLC - 11.111111% Chisos, Ltd 4.166750% Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust - 5.706935%
Description of Land Committed:Township 22 South, Range 31 East, N.M.P.M., Section 12: W/2 SE/4Number of Acres:80.00	Trac	<u>t No. 2</u>
N.M.P.M., Section 12: W/2 SE/4Number of Acres:80.00	Lease Serial Number:	NMNM 029233
	Description of Land Committed:	1 0
Current Lessee of Record: OXY USA INC.	Number of Acres:	80.00
	Current Lessee of Record:	OXY USA INC.

Name of Working Interest Owners:

OXY USA INC. - 88.095028% Chisos, Ltd. - 4.687594% Rockport Oil and Gas, LLC - 0.520844% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust - 6.420302% Charles Andrew Spradlin - 0.276232%

Tract No. 3

Lease Serial Number:	NMNM 029233
Description of Land Committed:	Township 22 South, Range 31 East, N.M.P.M., Section 13: W/2 E/2
Number of Acres:	160.00
Current Lessee of Record:	OXY USA INC.
Name of Working Interest Owners:	OXY USA INC 100.0%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000%

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the _____ day of ______, 20___ by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 22 South, Range 31 East, N.M.P.M.

E/2 E/2 of Sections 12 and 13, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be OXY USA INC., 5 Greenway Plaza, Ste. 110, Houston, TX, 77046. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is ______, 20__, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

OXY USA INC.

Operator

Date

By: ___

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on ______, 2024, by James Laning, <u>ATTORNEY-IN-FACT</u> of OXY USA INC., a Delaware corporation.

))))

Notary Public in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

OXY USA INC.

By:	_
Name:	
Title: Attorney-in-fact	

ACKNOWLEDGMENTS

STATE OF TEXAS COUNTY OF HARRIS

This instrument was acknowledged before me on ______, 2024, by James Laning, <u>ATTORNEY-IN-FACT</u> of OXY USA INC., a Delaware corporation.

))

)

Notary Public in and for the State of Texas

Date

XTO HOLDINGS, LLC

Date	Name:	
	ACKNOWLEDGMENTS	
STATE OF)	
	s acknowledged before me on, as	
of	, a	, on behalf

Notary Public in and for the State of	
Notary's Printed Name:	
Notary's Commission Expires:	

Chisos, Ltd.

	By:	
Date	Name: Title:	
	<u>ACKNOWLEDGMENTS</u>	

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on ______, 20 _____, by ______, as ______, on behalf of said _____.

Notary Public in and for the State of _____ Notary's Printed Name: _____ Notary's Commission Expires: _____

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Rockport Oil and Gas, LLC

	By:	
Date	Name: Title:	
	<u>ACKNOWLEDGMENTS</u>	

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on ______, 20 _____, by ______, as ______, on behalf of said _____.

Notary Public in and for the State of ______ Notary's Printed Name: ______ Notary's Commission Expires: ______

Page 9 of 15

Date

Top Spot 12 13 Federal Com 26H Top Spot 12 13 Federal Com 33H

Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust

By:	
Name: _	
Title:	

ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on		, 20
, by	, as	
of	, a	, on behalf
of said .		

Notary Public in and for the State of _____ Notary's Printed Name: _____ Notary's Commission Expires: _____

Page 10 of 15

Charles Andrew Spradlin

	By:	
Date	Name: Title:	
	<u>ACKNOWLEDGMENTS</u>	

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on ______, 20 _____, by ______, as ______, on behalf of said _____.

Notary Public in and for the State of ______ Notary's Printed Name: ______ Notary's Commission Expires: ______

Page 11 of 15

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated ______, 20__.

Plat of communitized area covering 320.00 acres in the E/2 E/2 of Sections 12 and 13, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico

Top Spot 12 13 Federal Com 26H Top Spot 12 13 Federal Com 33H



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EXHIBIT "B"

To Communitization Agreement Dated ______, 20__ embracing the following described land in the E/2 E/2 of Sections 12 and 13, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM 012845
Description of Land Committed:	Township 22 South, Range 31 East, N.M.P.M., Section 12: E/2 NE/4
Number of Acres:	80.00
Current Lessee of Record:	XTO HOLDINGS LLC
Name of Working Interest Owners:	OXY USA INC 78.306692% XTO Holdings, LLC - 11.111111% Chisos, Ltd 4.166750% Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust - 5.706935% Charles Andrew Spradlin - 0.245540%
Tract	<u>z No. 2</u>
Lease Serial Number:	NMNM 029233
Description of Land Committed:	Township 22 South, Range 31 East, N.M.P.M., Section 12: E/2 SE/4
Number of Acres:	80.00
Current Lessee of Record:	OXY USA INC.

Name of Working Interest Owners: OXY USA INC. - 88.095028% Chisos, Ltd. - 4.687594% Rockport Oil and Gas, LLC - 0.520844% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust - 6.420302% Charles Andrew Spradlin - 0.276232% Tract No. 3 Lease Serial Number: NMNM 029233 Description of Land Committed: Township 22 South, Range 31 East, N.M.P.M., Section 13: E/2 E/2 Number of Acres: 160.00 Current Lessee of Record: OXY USA INC. Name of Working Interest Owners: OXY USA INC. - 100.0%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000%

Received by OCD: S/13/2024 2:29:31 PM

U.S. Department of the Interior BUREAU OF LAND MANAGEMENT

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
TOP SPOT 12_13	1H	3001548594	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12-13	35H	3001547887	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	11H	3001548595	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	312H	3001547626	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	33H	3001547953	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12-13	26H	3001547888	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	24H	3001547954	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	34H	3001547949	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	311H	3001547627	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	21H	3001547771	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	22H	3001547889	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12-13	25H	3001547639	NMNM65418	NMNM65418	OXY USA
TOP SPOT 12_13	32H	3001548596	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	23H	3001547885	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	31H	3001548597	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	313H	3001547625	NMNM29233	NMNM29233	OXY USA

Notice of Intent

Sundry ID: 2796387 Type of Submission: Notice of Intent Date Sundry Submitted: 06/20/2024 Date proposed operation will begin: 08/01/2024

Type of Action: Commingling (Surface) and Off-Lease Measurement **Time Sundry Submitted:** 11:33

Sundry Print Report 07/23/2024

Procedure Description: OXY requests approval according to 43 CFR 3173.14(a)(1)(i) to commingle production at the Lost Tank 18 Battery Train #2. Train #2 has all leases and CAs with the same fixed BLM NRI of 12.5%. Commingling will not reduce the individual wells' production value or otherwise negatively affect the royalty revenue of the Federal government. It is the most effective means of producing the reserves.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Top_Spot_BS_BLM_Submittal_2024.06_20240620112905.pdf

Operator

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

Operator Electronic Signature: SANDRA MUSALLAM

Signed on: JUN 20, 2024 11:31 AM

Zip:

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTON

State: TX

State:

Phone: (713) 366-5106

Email address: SANDRA_MUSALLAM@OXY.COM

Field

Representative Name:

Street Address:

City:

Phone:

Email address:

STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT OIL CONSERVATION DIVISION

APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY OXY USA, INC.

ORDER NO. PLC-878-A

<u>ORDER</u>

The Director of the New Mexico Oil Conservation Division ("OCD"), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

FINDINGS OF FACT

- 1. Oxy USA, Inc. ("Applicant") submitted a complete application to surface commingle the oil production from the pools, leases, and wells as described in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
- 3. Applicant provided notice of the Application to all persons owning an interest in the oil production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant certified the commingling of oil production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil production to less than if it had remained segregated.
- 6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
- 8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("CA Pooled Area"), as described in Exhibit A.
- 9. This Order is associated with Order PLC-844-C which authorizes in-full or in-part the commingling of gas production from the pools, leases, and wells as described in Exhibit A.

CONCLUSIONS OF LAW

- 10. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
- Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9
 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
- Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
- 14. Commingling of oil production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
- 15. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 16. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

<u>ORDER</u>

1. Applicant is authorized to surface commingle oil production from the pools, leases, and wells as described in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle oil production from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

- 2. This Order supersedes Order PLC-878.
- 3. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

Order No. PLC-878-A

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s) if the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application, this Order shall terminate on the date of such action, this Order shall terminate on the date of such action.

Applicant shall allocate the oil production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil production from the CA Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 4. The allocation of oil production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 5. The allocation of oil production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the oil production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

Order No. PLC-878-A

During the plateau period, the oil production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the oil production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the oil production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

- 6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 7. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10 C.(2) NMAC.
- 8. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
- 9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 10. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form

C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.

- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

GERASIMOS RAZATOS DIRECTOR (ACTING) **DATE:** 8/9/2024

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-878-A Operator: Oxy USA, Inc. (16696) Central Tank Battery: Lost Tank 18 Central Processing Facility Train 2 Central Tank Battery Location: UL M, Section 18, Township 22 South, Range 32 East Gas Title Transfer Meter Location:

	Pools	ool Name	Pool Code		
	BILBREY BASIN;BONE SPRING WC 22S31E13;WOLFCAMP		5695		
			98351		
	Leases as defined in 19.15.	12.7(C) NMAC			
	Lease	UL or Q/Q	S-T-R		
	NMNM 105312805 (029233)	W/2, SE/4	12-22S-31E		
		All	13-22S-31E		
PROPO	SED CA Wolfcamn NMNM 105810902	E/2 E/2	12-22S-31E		
TROLO	PROPOSED CA Wolfcamp NMNM 105810902		13-22S-31E		
	PROPOSED CA Bone Spring BLM	W/2 E/2	12-22S-31E		
	TROTOSED ON DONE Spring DEM	W/2 E/2	13-22S-31E		
	PROPOSED CA Bone Spring BLM	E/2 E/2	12-22S-31E		
	TROPOSED CALDUIC Spring DEM	E/2 E/2	13-22S-31E		
Wells					
Well API	Well Name	UL or Q/Q	S-T-R	Pool	
30-015-47949	Ton So of 12 12 Federal Com #241	E/2	12-22S-31E	98351	
30-013-4/949	Top Spot 12 13 Federal Com #34H	E/2	13-22S-31E	90331	
30-015-47887	Top Spot 12 13 Federal Com #35H	E/2	12-22S-31E	98351	
30-013-4/00/	Top Spot 12 15 Federal Colli #55H	E/2	13-22S-31E	90331	
30-015-47625	Top Spot 12 13 Federal Com #313H	E/2	12-22S-31E	98351	
30-013-4/023	Top Spot 12 15 Federal Com #31511	E/2	13-22S-31E	70551	
30-015-48594	Top Spot 12 13 Federal Com #1H	W/2 W/2	12-22S-31E	5695	
30-013-40374	Top Spot 12 13 Federal Com #111	W/2 W/2	13-22S-31E	3073	
30-015-48595	Top Spot 12 13 Federal Com #11H	W/2 W/2	12-22S-31E	5695	
50-015-40575	Top Spot 12 15 Federal Com #1111	W/2 W/2	13-22S-31E	3073	
30-015-47771	Top Spot 12 13 Federal Com #21H	W/2 W/2	12-22S-31E	5695	
50-015-4///1	1 op Spot 12 13 rederal Com #21H	W/2 W/2	13-22S-31E	5075	
30-015-48597	Top Spot 12 13 Federal Com #31H	W /2	12-22S-31E	98351	
00 010-100/7	10p Spot 12 15 Feueral Colli #5111	W/2	13-22S-31E	70001	
30-015-48596	Top Spot 12 13 Federal Com #32H	W /2	12-22S-31E	98351	
00 010 10070	50-015-40570 10p Spot 12 15 F cuci ai Colli #5211	W/2	13-22S-31E	70001	
30-015-47627	Top Spot 12 13 Federal Com #311H	W /2	12-22S-31E	98351	
SU VIC TIVAI	Top spot in to reactar commertin	W /2	13-22S-31E	20001	

ORDER NO. PLC-878-A

30-015-47626	Top Spot 12 13 Federal Com #312H	W /2	12-22S-31E	98351
		W /2	13-22S-31E	
30-015-47639	Top Spot 12 13 Federal Com #25H	W/2 E/2	12-22S-31E	5695
		W/2 E/2	13-22S-31E	
30-015-47885	Top Spot 12 13 Federal Com #23H	E/2 W/2	12-22S-31E	5695
		E/2 W/2	13-22S-31E	
30-015-47888	Top Spot 12 13 Federal Com #26H	E/2 E/2	12-22S-31E	5695
		E/2 E/2	13-22S-31E	
30-015-47889	Top Spot 12 13 Federal Com #22H	E/2 W/2	12-22S-31E	5695
		E/2 W/2	13-22S-31E	
30-015-47953	Top Spot 12 13 Federal Com #33H	E/2 E/2	12-22S-31E	5(05
		E/2 E/2	13-22S-31E	5695
30-015-47954	Top Spot 12 13 Federal Com #24H	W/2 E/2	12-22S-31E	5695
		W/2 E/2	13-22S-31E	

District I 1625 N. French Dr., Hobbs, NM 88240 Phone:(575) 393-6161 Fax:(575) 393-0720 District II

811 S. First St., Artesia, NM 88210 Phone:(575) 748-1283 Fax:(575) 748-9720

District III

1000 Rio Brazos Rd., Aztec, NM 87410 Phone:(505) 334-6178 Fax:(505) 334-6170

District IV

1220 S. St Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3470 Fax: (505) 476-3462

State of New Mexico Energy, Minerals and Natural Resources Oil Conservation Division 1220 S. St Francis Dr. Santa Fe, NM 87505

CONDITIONS

Operator:	OGRID:
OXY USA INC	16696
P.O. Box 4294	Action Number:
Houston, TX 772104294	353970
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By		Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	8/9/2024

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